

- (3) Discovery of fraud or material misrepresentation in the obtaining of this policy or in the presentation of a "claim" thereunder; or
- (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current "policy period"; or
- (5) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed; or
- (6) Required pursuant to a determination by the Superintendent that the continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or
- (7) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- (8) Revocation or suspension of the insured's license to practice his/her profession.

### 3. Cancellation of Policies in Effect for More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy issued by us, this policy may be cancelled by us only for any of the reasons listed in 2, b, above provided we mail written notice of cancellation stating the reason for

cancellation to the first "Named Insured" at the address shown in the policy and to the authorized agent or broker at least 15 days before the effective date of cancellation.

- 4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the "policy period".
- 5. If the first "Named Insured" cancels, earned premium will be computed in accordance with the customary short rate table and procedure. If we cancel, earned premium shall be computed pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, the company will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. Payment or tender of unearned premium is not a condition of cancellation.

- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### I. Nonrenewal or Conditional Renewal

##### 1. Nonrenewal

If we decide not to renew this policy we will mail or deliver written notice of nonrenewal to the first "Named Insured" as provided in Paragraph I, 3, below, along with the specific reason(s) for nonrenewal.

##### 2. Conditional Renewal

If we condition renewal of this policy upon:

- a. Change of limits; or
- b. Change in type of coverage; or
- c. Reduction of coverage; or
- d. Increased Deductible; or

- e. Addition of an exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating or audit;

We will send, mail or deliver written notice of conditional renewal as provided in Paragraph 3 below stating renewal premium and specific reason(s) for the conditional renewal.

### 3. Notices of Nonrenewal and Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs I, 1, and I, 2, above, we shall mail or deliver written notice to the first "Named Insured" at least 60 but not more than 120 days before:
  - (1) The Expiration Date; or
  - (2) The anniversary date if this is a continuous policy.

- b. Notice will be mailed or delivered to the first "Named Insured" at the address shown in the policy and to the authorized agent or broker. If notice is mailed or delivered, proof of mailing or delivery, will be sufficient proof of notice.

- c. We will not send the first "Named Insured" notice of nonrenewal or conditional renewal if the "Named Insured", the authorized agent or broker or another insurer of the "Named Insured" mails or delivers notice that the policy has been replaced or is no longer desired.

### 4. Late Notice of Conditional Renewal or Nonrenewal

- a. If prior to the expiration of this policy, we send an incomplete or late conditional renewal notice or a late or incomplete nonrenewal notice as provided for in Paragraph I, 3, above, coverage

will remain in effect at the same terms and conditions of this policy and at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless you elect to cancel sooner.

- b. If we do send the first "Named Insured" notice of nonrenewal or conditional renewal until on, or after the expiration of the current coverage, coverage will remain in effect on the same terms and conditions of the expiring policy for another "policy period" and at the lower of the current rates or the prior period's rates, unless the insured notifies us during the additional "policy period" coverage has been replaced or elects to cancel, in which event cancellation shall be on a pro rata basis.
- c. The Aggregate Limit of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraphs 4, a, and 4, b, above.

### J. Conformity to Statute

The terms of this policy which are in conflict with the statutes of the state wherein this policy is delivered are hereby amended to conform to such statute.

### K. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual "Named Insured".

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have rights and duties, but only with respect to that property.

### L. Other Insurance

This insurance, including any applicable Extended Reporting Period coverage, is excess over any other valid and collectible insurance available to any insured.

#### M. Examination of Your Books and Records

You must keep accurate records of the information we will need to compute your premium. You agree to allow us to examine and audit your financial books and records that relate to this insurance. We may do this within one hundred and eighty (180) days after expiration of this policy.

We may as soon as practicable following such audit, refund or credit your account for any return premium due you, or bill and make a good faith effort to collect any additional premium due us, as a result of such audit.

If you fail to cooperate with us in our attempt to conduct an audit, including your failure to return any questionnaires or self-audit worksheets, we shall have the right to not renew your policy upon expiration of the current policy due to our inability to establish your proper premium.

#### N. Transfer of Duties When a Limit of Insurance is Used Up

1. If we conclude that based on the "claims", or "suits" which have been reported to us and to which this insurance may apply, that the Annual Aggregate Limit of Liability is likely to be used up in the payment of judgments or settlements, we will notify the first "Named Insured" in Item 1 of the Declarations, in writing, to that effect.

2. When the Annual Aggregate Limit of Liability has actually been used up in the payment of judgments or settlements:

a. We will notify the first "Named Insured", in writing, as soon as practicable, that:

- (1) Such limit has actually been used up; and
- (2) Our duty to defend "suits" seeking "damages" subject to

the Annual Aggregate Limit has also ended.

b. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all "claims" and "suits" seeking "damages" which are subject to the Annual Aggregate Limit and which are reported to us before the limit is used up. That insured must cooperate in the transfer of control of said "claims" and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

c. The first "Named Insured" in Item 1 of the Declarations, and any other insured involved in a "suit" seeking "damages" subject to the Annual Aggregate Limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangement for the defense of such "suit" must be made as soon as practicable.

3. The first "Named Insured" in Item 1 of the Declarations will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2, b, above.

4. The exhaustion of the Annual Aggregate Limit of Liability by the payments of judgments or settlements, and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this CONDITION N.

#### O. Premiums and Premium Audit

1. All premiums for this policy are computed in accordance with our rules and rates.
2. If the Premium in Item 6 of the Declarations, is shown as adjustable

or subject to audit, it is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. An audit to determine the final premium due or to be refunded will be completed within 180 days after the Expiration Date of the policy and may not be waived. Audit premiums are due and payable on notice to the first "Named Insured" in Item 1 of the Declarations. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first "Named Insured".

3. The first "Named Insured" in Item 1 of the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.

The first "Named Insured" shown in the Declarations:

- a. Is responsible for the payment of all premiums and deductibles; and
- b. Will be the payee for any return premiums we pay.

#### P. Representations

By accepting this policy, you agree:

1. The statements in the application and any supplements which are attached to and forms a part of the policy are accurate and complete; and
2. We have issued this policy in reliance upon your representations.

#### Q. Headings

The descriptions in the headings and subheadings of this policy are solely for convenience and form no part of the terms, conditions, exclusions and limitation of this policy.

#### R. Loss Information

We will provide the first Named Insured with the following loss information for the period of time that we have continuously provided coverage under this policy:

1. The date and description of the error, omission, negligent act, or "personal injury" on closed claims, including the amount of payment, if any;
2. The date and description of the error, omission, negligent act, or "personal injury" on open claims, including the amount of payment, if any;
3. The date and description of each error, omission, negligent act, or "personal injury" you reported to us.

We will provide this information only if we receive a request for it from the first Named Insured or the first Named Insured's agent or broker. Once we receive this request, we will mail or deliver the information to the first Named Insured or the first Named Insured's agent or broker within 20 days.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first Named Insured or the first Named Insured's agent or broker, we don't make any promises or warranties to anyone that this information has no errors. Any cancellation or nonrenewal will take effect even if we accidentally provide incorrect information.

#### S. Optional Extension for a Reduction in Coverage

If there is a reduction in coverage, we will make available to you an extension that applies the coverage previous to that reduction to covered claims resulting from errors, omissions, negligent acts, or "personal injury" committed before the effective date that coverage was reduced.

We will notify you in writing within 30 days after the effective date of the reduction in coverage of the Basic Extended Reporting Period, the need for purchasing this extension, and the current cost of this extension.

The requirements for you to obtain such an extension are the same as those for the Supplemental Extended Reporting Period.

We will continue to offer such an extension, while coverage is continuously provided by us, until you choose not to purchase the extension when it is offered or this Coverage Form is canceled or not renewed.

If this optional extension is continuously provided by us from the effective date of the reduction in coverage to the date that this Coverage Form ends because one of us chooses to cancel or not renew it, the optional extension will be part of the Basic Extended Reporting Period or Supplemental Extended Reporting Period available to you at that time.

#### T. Retroactive Date

The retroactive date may not be changed during the time that this claims-made Coverage Form has been continuously in effect with us or any reporting period.

This policy consists of the Lawyers Professional Liability Declarations, Coverage Form, Endorsements listed in that Declarations (or subsequently attached), and the Application including any applicable supplements.

In return for payment of the premium, we agree with the "Named Insured" to provide the insurance afforded by this policy. That insurance will be provided by the Company indicated as the INSURING COMPANY in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR LIABILITY EXCLUSION

A. This insurance does not apply to "damages" or "claims expenses" for "claims" or "suits" arising out of the failure to discover or disclose the presence or existence of a "nuclear facility", "nuclear material", "spent fuel" or "waste".

B. As used in this endorsement:

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (1) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

1. Any "nuclear reactor"; or
2. Any equipment or device designed or used for the (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste"; or
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of 235; or
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

# NEW YORK APPLICATION AND DECLARATION PAGE ADDENDUM

## CLAIMS-MADE DISCLOSURE FORM

### IMPORTANT NOTICE TO APPLICANT OR POLICYHOLDER

HIS DISCLOSURE FORM IS NOT THE POLICY. THIS FORM DESCRIBES SOME OF THE MAJOR FEATURES OF OUR **CLAIMS-MADE** LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM. READ THE COVERAGE FORM CAREFULLY TO DETERMINE DUTIES, RIGHTS, AND WHAT IS AND IS NOT COVERED. THE PROVISIONS OF THE COVERAGE FORM DETERMINE THE SCOPE OF INSURANCE PROTECTION.

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANINGS AND ARE DEFINED IN THE COVERAGE FORM.

The policy provides a specific type of liability insurance protecting the policyholder under certain circumstances. Please review the coverage form carefully with your agent or broker to see that it meets your needs and to thoroughly understand its exclusions, exceptions and limitations.

The Lawyers Professional Liability Coverage Form is a Claims-Made form. No coverage is provided for any "claim" which was made prior to the inception date of the policy or for any circumstances occurring before the inception date of the policy which any insured knew about or could reasonably foresee would result in a "claim". If the policy includes a Retroactive Date in the Declarations or a Prior Acts Limitation endorsement, no coverage is provided for any errors, omissions, or negligent acts which occurred prior to the Retroactive Date. The policy applies only to any "claim" which is the result of an error, omission or negligent act in the rendering of or failure to render "professional legal services" for others by you or on your behalf during the "policy period". The "claim" must be first made against an insured during the "policy period" or any applicable Extended Reporting Period. All "claims" must be reported to us as soon as practicable and within the "policy period", any subsequent renewal or applicable Extended Reporting Period. All coverage provided by the policy will cease upon termination of the policy unless and to the extent an Extended Reporting Period applies.

If the policy is nonrenewed or terminated or if the Basic or Supplemental Extended Reporting Period

has expired, you may have a gap in coverage. Your new insurance carrier may or may not provide coverage on the same basis as this policy or may change the Retroactive Date. It is important for you to review **SECTION IX - CONDITIONS** A, Extended Reporting Periods, in the Coverage Form for the availability of and requirements for the following options:

1. Our Coverage Form automatically provides a 60 days Basic Extended Reporting Period at no additional cost for reporting "claims" resulting from errors, omissions or negligent acts in the rendering or failure to render "professional legal services" by the insured or on the insured's behalf during the "policy period".
2. The first "Named Insured" may purchase for an additional premium of 190% of the premium stated in Item 6 of the Declarations Page a Supplemental Extended Reporting Period of thirty-six (36) months for reporting "claims" from errors, omissions or negligent acts in the rendering or failing to render "professional legal services" during the "policy period". This Supplemental Extended Reporting Period is inclusive of the Basic Extended Reporting Period.
- D. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and you can expect substantial annual premium increases, independent of overall rate-level increases, until the claims-made relationship reaches maturity.

**IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION**

For information about how St. Paul Travelers compensates independent agents and brokers, please visit [www.stpaultravelers.com](http://www.stpaultravelers.com), or you may request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183; Fax (860) 954-5987.



## HOW TO REPORT LOSSES, CLAIMS, OR POTENTIAL CLAIMS TO US

Reporting new losses, claims, or potential claims to us promptly can be critical. It helps us to resolve covered losses or claims as quickly as possible and often reduces their overall cost. Prompt reporting:

- better protects your interests;
- helps us to try to resolve losses or claims more quickly and to everyone's satisfaction - yours, any claimant's and ours; and
- often reduces the overall cost of a loss or claim - losses or claims reported more than five days after they happen cost on average 35% more than those reported earlier.

To report losses, claims, or potential claims to us, we can be contacted easily and quickly by fax, U S mail, or email.

### FAX

Use this number to report a loss, claim, or potential claim by fax toll-free.

1-888-460-6622

### U S MAIL

Use this address to report a loss, claim, or potential claim by U S Mail.

Professional E&O Claims Department  
The St. Paul Travelers Companies, Inc  
St. Paul Fire and Marine Insurance Company  
Mail Code 508F  
385 Washington Street  
Saint Paul, Minnesota 55102

### EMAIL

Use this address to report a loss, claim, or potential claim to us by email.

Pro.E&O.Claim.Reporting@SPT.com

This is a general description of how to report a loss, claim, or potential claim under your policy. This description does not replace or add to the terms of your policy. Your policy alone determines the scope of your insurance protection. Please read it carefully for complete information on your coverage. You should contact your agent or broker if you have any questions about your coverage.



St. Paul Travelers 1<sup>ST</sup> Choice<sup>SM</sup>  
Lawyers Professional Liability Insurance Application

St. Paul Fire and Marine Insurance Company, Saint Paul, Minnesota  
 St. Paul Mercury Insurance Company, Saint Paul, Minnesota  
 St. Paul Guardian Insurance Company, Saint Paul, Minnesota

**IMPORTANT NOTE:** This is an application for a policy, which, if issued will be on a claims-made basis. To be covered, "claims" must be first made against the insureds and reported during the "policy period", any subsequent renewal of the policy or applicable extended reporting period.

Throughout this application the terms "you" and "your" mean the firm or the individual who is applying for this insurance.

Submitting Agency: \_\_\_\_\_ Agency Code: \_\_\_\_\_  Direct  Sub-Produced

Licensed Producer Name: \_\_\_\_\_

**INSTRUCTIONS: ALL QUESTIONS MUST BE ANSWERED ACCURATELY AND COMPLETELY. IF A POLICY IS ISSUED, THE COMPLETED APPLICATION AND SUPPLEMENTS WILL BE ATTACHED TO AND BECOME PART OF THE POLICY. IF ADDITIONAL SPACE IS NEEDED, CONTINUE ON YOUR LETTERHEAD AND REFER TO THE QUESTION NUMBER.**

**COVERAGE REQUESTED**

1. Limits of Liability.

<input type="checkbox"/> \$100,000/\$300,000	<input checked="" type="checkbox"/> \$1,000,000/\$1,000,000	<input type="checkbox"/> \$4,000,000/\$4,000,000	<input type="checkbox"/> \$9,000,000/\$9,000,000
<input type="checkbox"/> \$200,000/\$600,000	<input type="checkbox"/> \$1,000,000/\$2,000,000	<input type="checkbox"/> \$5,000,000/\$5,000,000	<input type="checkbox"/> \$10,000,000/\$10,000,000
<input type="checkbox"/> \$250,000/\$500,000	<input type="checkbox"/> \$2,000,000/\$2,000,000	<input type="checkbox"/> \$6,000,000/\$6,000,000	
<input type="checkbox"/> \$500,000/\$500,000	<input type="checkbox"/> \$2,000,000/\$4,000,000	<input type="checkbox"/> \$7,000,000/\$7,000,00	
<input type="checkbox"/> \$500,000/\$1,000,000	<input type="checkbox"/> \$3,000,000/\$3,000,000	<input type="checkbox"/> \$8,000,000/\$8,000,000	

2. Deductible Amount Requested.

<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$4,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$20,000	<input type="checkbox"/> \$35,000	<input type="checkbox"/> Other: _____
<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$3,000	<input checked="" type="checkbox"/> \$5,000	<input type="checkbox"/> \$15,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$ _____

3. Other Deductible and Limit Options:

Annual Aggregate Deductible	<input type="checkbox"/> Currently Have	<input type="checkbox"/> Interested in Quotation
Deductible Not Applicable Towards Claims Expenses	<input type="checkbox"/> Currently Have	<input type="checkbox"/> Interested in Quotation
Claims Expenses Outside Limits of Liability	<input type="checkbox"/> Currently Have	<input type="checkbox"/> Interested in Quotation

**GENERAL INFORMATION**

4. Name(s) of Legal Entity(ies) to be insured (as referenced on your letterhead)

Citak & Citak

5. Your Primary Location (Street Address, City, State, Zip Code, County)

270 Madison Avenue, Suite 1203, NY, NY 10016

7. Fax Number

212-759-9585

212-759-2979

**PLEASE ATTACH A COPY OF THE FIRM'S LETTERHEAD FOR EACH OFFICE LOCATION.**

8. Does your firm practice from any other office location(s)?

Yes  No (If yes, please complete the Additional Locations Supplement.)

9. Date Applicant

Firm Established

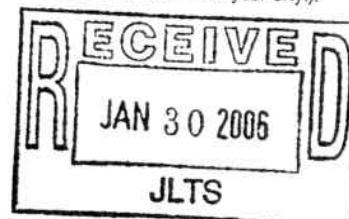
1982

10. Indicate your firm formation or legal status (check one):

Partnership  Professional Corporation or Association  Limited Liability Company or Partnership  
 Sole Proprietor  Association  Other: \_\_\_\_\_

11. Indicate the Firm's gross revenue for the applicable fiscal year. (If Firm is newly established, please advise best estimate for current fiscal year only):

a. Estimate for current fiscal year \$ 575 000  
b. Actual for immediate past fiscal year \$ 565 000  
c. Actual for second previous fiscal year \$ 917 000



12. Do you have any single client(s) representing 20% or more of your gross revenue? .....  Yes  No  
*If yes, please list.*

Client/Industry	Area(s) of Practice	Percent of Your Revenue Derived from Client

13. Do you advertise? .....  Yes  No  
*If yes, please indicate in which of the following media and include a copy of the ad and/or transcript.*  
 Yellow Pages  Fliers  Newspapers  Periodicals  Radio  Television  Internet

14. List all predecessor firm(s) of the applicant. This is defined as a law firm or practice which has undergone dissolution and at least 50% of the owners, officers, partners, principals or shareholders of the prior firm have joined the successor firm.

Name of Prior Firm/Sole Practitioner	Date Established	Date Dissolved	No. of Owners, Officers, Partners at		No. of Owners, Officers, Partners from Prior Firm who joined successor
			Start	End	
None					

15. If you are a Sole Proprietor, have you made arrangements with another attorney to handle your cases in the event of your extended absence from your practice? .....  Yes  No  
*If yes, please provide the following concerning your back-up attorney:* .....  NA

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

City/State: \_\_\_\_\_

16. Is this a full-time, private practice of law? .....  Yes  No

17. Please list all attorneys associated with the Firm (including yourself) by category, using the following position designations.  
 O = Owner/Officer/Shareholder  
 A = Associate practicing for the Firm  
 P = Partner of the partnership  
 S = Sole proprietor  
 OC = Of Counsel attorney of the Firm  
 CA = Attorneys on contract or per diem  
 EA = Employed practicing attorneys of the firm not otherwise designated  
 RP = Retired partners of the Firm

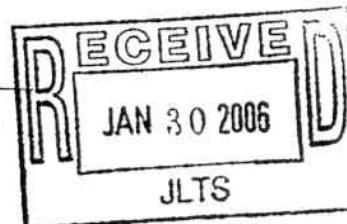
Name	Position (see key)	Month/Year Admitted to Bar (Identify All States)	Month/Year Attorney Joined Firm	Annual Hours Worked Per Week for OCs and any part-time lawyers	Participated in CLE during the past (12) months?
Burton Citak	P	12/1952		35	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Donald Citak	P	2/1981		45	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

18. Does the Firm or any member of the Firm have any other law partner(s), associated, employed or independently contracted attorney(s) other than those named above? .....  Yes  No  
*If yes, please provide details of such relationships.*

19. Does any member of the Firm act as a public defender, prosecuting attorney, public official, an in-house attorney of any corporation or governmental agency, or an independent contractor or Of Counsel to another firm? .....  Yes  No  
*If yes, please provide details.*

20. Provide the total number of non-attorney staff serving as:

Law Clerks 1 \_\_\_\_\_ Abstractors \_\_\_\_\_ Clerical \_\_\_\_\_ Investigators \_\_\_\_\_  
 Paralegals \_\_\_\_\_ Title Agents \_\_\_\_\_ Other Secretary \_\_\_\_\_



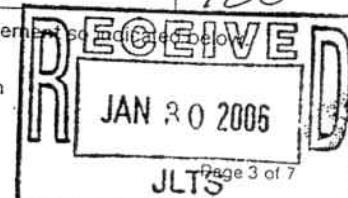
21. Does any attorney or non-attorney member of your Firm provide professional services as an accountant, insurance agent or broker, investment adviser, real estate agent or broker or securities agent or broker? .....  Yes  No  
*If yes, please indicate member's name, type of services provided, percentage of time spent, under which name these services are provided, professional liability carrier, limit of liability and copy of letterhead used.*

22. Complete the following chart based upon the Firm's gross revenue for each category. The total must equal 100%. If Firm is newly established, please provide best estimate.

Area of Practice	% of Practice	Area of Practice	% of Practice
Administrative	%	Investment Counseling / Money Management	%
Admiralty / Maritime - Defense	%	Loans	%
Admiralty / Maritime - Plaintiff	(6)	Labor Law - Management	%
Antitrust / Trade Regulation	%	Labor Law - Union	%
Arbitration / Mediation	5	Labor Litigation - Defense	5 %
Aviation	%	Labor Litigation - Plaintiff	(6) 5 %
Banking / Financial Institutions	(1)	Litigation - Commercial - Defense	8 %
Bankruptcy	5	Litigation - Commercial - Plaintiff	(6) 7 %
BI / PI - Defense	5	Mergers and Acquisitions	%
BI / PI - Plaintiff	10	Municipal / Governmental - Zoning & Planning	%
General Liability	(6)	Municipal / Governmental - Other (Not Bonds)	%
Medical Malpractice	(6)	Oil / Gas / Minerals	%
Products Liability	(6)	Patent	(2) %
Other Plaintiff	(6)	Public Utilities	%
Civil Rights / Discrimination	%	Real Estate - Commercial	(4) 10 %
Collection / Repossession / Foreclosures	%	Real Estate - Escrow Agent	(4) %
Communication / FCC	%	Real Estate - Residential	(4) 10 %
Copyright / Trademark (Not Patent)	(2)	Real Estate - Title Work	(4) %
Corporate - Formation / Alteration	%	Real Estate - Syndication / Development	(4) %
Corporate - General	10	School Law	%
Criminal	%	Securities, Bonds, Secured Transactions	(5) %
Domestic Relations / Family / Juvenile	10	Social Security / Elder Law	%
Eminent Domain	%	Tax - Corporate / Business Opinions	%
Employee Benefit Plans / ERISA	%	Tax - Corporate / Business Preparation	%
Entertainment / Sports	(3)	Tax - Individual	%
Environmental - General	(4)	Water Rights	%
Environmental - Litigation	%	Workers Compensation - Defense	%
Estate / Estate Planning / Probate / Trusts / Wills	10	Workers Compensation - Plaintiff	(6) %
Foreign (Non-U.S. Law) / International	%	Other-Describe in Detail-Miscellaneous Not Acceptable	%
Healthcare	%		
Insurance	%	THE ABOVE MUST TOTAL 100%	100

If the Firm practices in any area(s) above with a numerical notation(s), complete the associated Supplement(s) indicated below:

(1) Financial Institutions (3) Entertainment (5) Securities  
 (2) Copyright Patent Trademark (4) Real Estate (6) Plaintiff Litigation



21. Does any attorney or non-attorney member of your Firm provide professional services as an accountant, insurance agent or broker, investment adviser, real estate agent or broker or securities agent or broker? .....  Yes  No

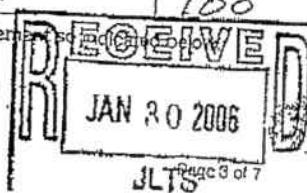
If yes, please indicate member's name, type of services provided, percentage of time spent, under which name these services are provided, professional liability carrier, limit of liability and copy of letterhead used.

22. Complete the following chart based upon the Firm's gross revenue for each category. The total must equal 100%. If Firm is newly established, please provide best estimate.

Area of Practice	% of Practice	Area of Practice	% of Practice
Administrative	%	Investment Counseling / Money Management	%
Admiralty / Maritime - Defense	%	Loans	%
Admiralty / Maritime - Plaintiff	(6)	Labor Law - Management	%
Antitrust / Trade Regulation	%	Labor Law - Union	%
Arbitration / Mediation	5	Labor Litigation - Defense	5 %
Aviation	%	Labor Litigation - Plaintiff	(6) 5 %
Banking / Financial Institutions	(1)	Litigation - Commercial - Defense	8 %
Bankruptcy	5	Litigation - Commercial - Plaintiff	(6) 7 %
BI / PI - Defense	5	Mergers and Acquisitions	%
BI / PI - Plaintiff	10	Municipal / Governmental - Zoning & Planning	%
General Liability	(6)	Municipal / Governmental - Other (Not Bonds)	%
Medical Malpractice	(6)	Oil / Gas / Minerals	%
Products Liability	(6)	Patent	(2) %
Other Plaintiff	(6)	Public Utilities	%
Civil Rights / Discrimination	%	Real Estate - Commercial	(4) 10 %
Collection / Repossession / Foreclosures	%	Real Estate - Escrow Agent	(4) %
Communication / FCC	%	Real Estate - Residential	(4) 10 %
Copyright / Trademark (Not Patent)	(2)	Real Estate - Title Work	(4) %
Corporate - Formation / Alteration	%	Real Estate - Syndication / Development	(4) %
Corporate - General	10	School Law	%
Criminal	%	Securities, Bonds, Secured Transactions	(5) %
Domestic Relations / Family / Juvenile	10	Social Security / Elder Law	%
Eminent Domain	%	Tax - Corporate / Business Opinions	%
Employee Benefit Plans / ERISA	%	Tax - Corporate / Business Preparation	%
Entertainment / Sports	(3)	Tax - Individual	%
Environmental - General	(4)	Water Rights	%
Environmental - Litigation	%	Workers Compensation - Defense	%
Estate / Estate Planning / Probate / Trusts / Wills	10	Workers Compensation - Plaintiff	(6) %
Foreign (Non-U.S. Law) / International	%	Other-Describe In Detail-Miscellaneous Not Acceptable	%
Healthcare	%		
Insurance	%	THE ABOVE MUST TOTAL 100%	100

If the Firm practices in any area(s) above with a numerical notation(s), complete the associated Supplemental Information below:

(1) Financial Institutions (3) Entertainment (5) Securities  
 (2) Copyright Patent Trademark (4) Real Estate (6) Plaintiff Litigation



23. Has any member or former member of the Firm, at any time in the past six (6) years, provided any legal services or served as a fiduciary, committee member, director, officer, partner or employee of any Financial Institution?  Yes  No  
*If yes, please complete the Financial Institution Supplement.*

24. Has any member or former member of the Firm, at any time in the past six (6) years, provided legal services:  
 a. To issuers, underwriters or affiliates thereof, with respect to the issuance, offering or sale of securities? .....  Yes  No  
 b. In any way related to the formation, syndication, promotion or management of any limited partnerships? .....  Yes  No  
*If yes to any part of Question 24 above, please complete the Securities Supplement.*

25. Does the Firm provide any services in connection with any pre-paid legal services plan? .....  Yes  No  
*If yes, please provide details.*

### RISK MANAGEMENT

26. Concerning your docket control and/or calendaring system(s):

- Does the Firm regularly make use of these system(s) with at least two independent date controls for each item? .....  Yes  No
- Indicate all types regularly utilized:  Computer  Tickler System  Two Calendar System  
 Other (Describe): \_\_\_\_\_  Perpetual Calendar  Daytimer  Pocket Calendar
- Are two separate individuals entering dates into different systems for the same matter? .....  Yes  No
- Are the entries in different systems being cross-checked on a regular basis? .....  Yes  No
- Who is calculating the follow-up dates to be entered into the systems? Partner  Yes  No
- If the answer to the above is not an attorney, does an attorney regularly review them to make sure the proper date has been selected? .....  Yes  No
- If you are a Sole Practitioner with no employees, who is providing back-up for these systems in the event of your extended absence? .....  NA
- Do you have a procedure in place to ensure that calendar entries are being reviewed and responded to for any attorney who is absent from the office for an extended period? .....  Yes  No

27. Concerning your conflict of interest avoidance system(s) and procedure:

- Does the Firm regularly make use of a conflict of interest avoidance procedure when accepting new clients or a new matter from existing clients? .....  Yes  No
- Indicate method(s) used to achieve conflict checks:  
 Oral/Memory  Computer  Index File  Conflict Committee  Perpetual Calendar  Client Lists  
 Other (Describe): \_\_\_\_\_
- Does the Firm disclose to clients, in writing, all actual or potential conflicts of interest? .....  Yes  No
- Upon disclosure of actual or potential conflicts, do you or your Firm always obtain written consent to perform ongoing legal services or decline further representation in writing? .....  Yes  No
- Does this procedure capture attorney-client relationships established by predecessor, merged or acquired firms?  NA  Yes  No

28. Has the Firm or any present or former member of the Firm or predecessor firm provided legal professional services to clients or referred clients to any business organization in which ANY FIRM MEMBER OR SPOUSE ever:

- Served as a director, officer, partner, trustee or fiduciary (such as an administrator, conservator, executor, guardian, trustee, receiver, escrow agent)? .....  Yes  No
- Owned an equity or financial interest? .....  Yes  No

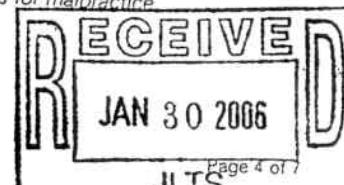
*If yes to any part of Question 28 above, please complete the Outside Interest and/or Trustee Supplement(s) as applicable.*

29. Do you regularly make use of written fee or retainer agreements and/or engagement letters when accepting work? .....  Yes  No  
*If no, please explain how you eliminate misunderstandings about the scope and cost of services being provided.*

30. Do you regularly make use of written declination or non-engagement letters when declining work? .....  Yes  No  
*If no, please explain how you eliminate misunderstandings about representation.*

31. Within the past five (5) years, have you sued to collect fees or threatened to do so? .....  Yes  No  
*If yes, please indicate number \_\_\_\_\_ and advise what steps you are taking to prevent countersuits for malpractice.*

32. What percentage of your accounts receivable are over ninety (90) days past due? 5%  
*If more than 30%, what steps are being taken to reduce this percentage?*



## PRIOR COVERAGE AND CLAIMS HISTORY

33. In the past five (5) years, has any professional liability claim or suit ever been made against the Firm or any predecessor firm or any current or former member of the Firm or predecessor firm? .....  Yes  No  
*If yes, please indicate how many \_\_\_\_\_ and complete a separate Supplemental Claim Form for each claim.*

34. Does any attorney for whom coverage is sought know of any incident, act, error or omission that could result in a claim or suit against the Firm or any predecessor firm or any of the current or former members of the Firm? .....  Yes  No  
*If yes, please indicate how many \_\_\_\_\_ and complete a separate Supplemental Claim Form for each incident.*

35. Has any attorney for whom coverage is sought been refused admission to practice, disbarred, suspended, reprimanded, sanctioned, or held in contempt by any court, administrative agency or regulatory body or been the subject of a disciplinary complaint made to any of the aforementioned entities? .....  Yes  No  
*If yes, please provide details.*

36. List the Lawyers Professional Liability Insurance Coverage carried during the past five (5) years, including any periods without coverage. Also, if currently uninsured, please check this box:

	Name Of Insurer	Policy Period From MM/DD/YY	To MM/DD/YY	Limits of Liability	Deductible/ Retention	Premium	No. Of Attorneys Insured
Current Year	Liberty	4/28/05	4/28/06	1 Million	\$5,000.00		2
Prior Year 1	Liberty	4/28/04	4/28/05	1 million	\$5,000.00	7123	2
Prior Year 2	Liberty	4/28/03	4/28/04	1 million	\$2,500.00		2
Prior Year 3	Liberty	4/28/02	4/28/03	1 million	\$2,500.00		2
Prior Year 4	Liberty	4/28/01	4/28/02	1 million	\$2,500.00		2

37. Inception date of firm's first claims made policy, maintained without interruption to date: 1996.

38. Does your current policy have a prior acts limitation or retroactive date applicable to the Firm or any individual attorney? .....  Yes  No  
*If yes, please indicate date and to whom it applies if other than the Firm: Full*

39. Does your current policy contain any exclusions or coverage limitations tailored specifically to your Firm? .....  Yes  No  
*If yes, please describe and attach a copy of the endorsement: \_\_\_\_\_*

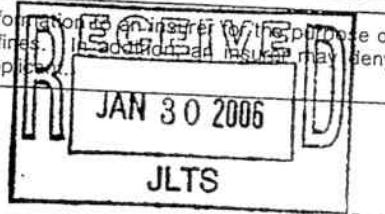
40. In the past five (5) years, has the Firm or any Firm member ever had professional liability insurance or similar insurance declined, cancelled or non-renewed? .....  Yes  No  
*(Missouri residents, do not answer)*  
*If yes, please explain.*

41. Has the Firm or any attorney for whom coverage is sought ever purchased an extended reporting period endorsement? .....  Yes  No  
*If yes, please provide details.*

**ARKANSAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DISTRICT OF COLUMBIA:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. An additional insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.



**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**HAWAII:** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**LOUISIANA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MAINE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**MINNESOTA:** A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NEW YORK (Non Auto):** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**OHIO:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**OKLAHOMA:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact, may be violating state law.

**PENNSYLVANIA:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

**VERMONT:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a crime, subjecting the person to criminal and civil penalties.

**VIRGINIA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**WEST VIRGINIA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ALL OTHER STATES:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. Not applicable in Nebraska.

